

**TOLLING AGREEMENT FOR CLAIMS UNDER THE COMPREHENSIVE
ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT RELATING TO
RESPONSE COST RECOVERY CLAIMS AGAINST OHIO EDISON FOR THE
MAHONONGSIDE POWERPLANT IN WARREN, OHIO**

The United States, on behalf of the United States Environmental Protection Agency ("U.S. EPA" or the "Agency"), contends that it has a cause of action pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9606, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA") (the "Tolled Claims"). The United States presently is evaluating the potential filing of a complaint against Ohio Edison, Inc., pursuant to CERCLA relating to Response Costs, incurred by the Agency at the Mahoningside Powerplant Site in Warren, Ohio.

The United States and Ohio Edison enter into this Tolling Agreement in order to eliminate the need for, or to defer, any litigation of the Tolled Claims without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

NOW THEREFORE, the United States and Ohio Edison ("the Parties") stipulate and agree as follows:

1. The Parties agree that, subject to the provisions of paragraph 5, the period commencing on August 1st, 2008 and ending on December 31, 2008, inclusive ("the Tolling Period"), will not be included in computing the running of any statute of limitations applicable to any action brought by the United States relating to the Tolled Claims.
2. The Parties further agree that any defenses or claims asserting laches, estoppel, waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of its claims under CERCLA.
4. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any party to this Tolling Agreement that is not set forth in writing in this Tolling Agreement will be valid or binding. This Tolling Agreement may not be modified except in writing signed by all Parties and endorsed herein.
5. It is understood that the United States may terminate settlement negotiations and commence suit at any time. The United States will notify Ohio Edison of its termination of settlement negotiations.

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6. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 13th day of August, 2008.


WILLIAM BRIGHTON
Assistant Section Chief

Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

Ohio Edison, Inc., consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 8th day of August, 2008.

Ohio Edison

By: Doug Weber
Signature

Name: Douglas J. Weber

Title: Senior Counsel

United States Department of Justice**Environment & Natural Resources Division • Environmental Enforcement Section****Gregory L. Sukys****Voice: (202) 514-2068 Fax: (202) 616-6584****greg.sukys@usdoj.gov****(regular mail)****Ben Franklin Station, P.O. Box 7611, Washington, D.C. 20044****(courier address)****1425 New York Avenue, 13th Floor, Washington, D.C. 20530**

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FAX COVER SHEET**August 13, 2008**

TO: RICK NAGLE (312- 886-0747)
DOUG WEBER (330-761-4205)

PAGES (including cover):**FROM: GREG SUKYS****REMARKS:**